

WARING COX

LAWYERS

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50 NORTH FRONT ST., SUITE 1300

MEMPHIS, TENNESSEE

38103

TELEPHONE (901) 576-8000

August 18, 1986

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECORDATION 7936
AUG 26 1986 3 30 PM

INTERSTATE COMMERCE COMMISSION

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ROANE WARING (1881-1958)
SAM P. WALKER (1880-1957)
ALLEN COX, JR. (1902-1982)

TELECOPY NO. (901) 576-8030
ZAPMAIL (901) 528-0541

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitutional Avenue N.W.
Room 2303
Washington, D.C. 20423

Dear Ms. Lee:

RE: Equipment Lease Agreement Dated as of May 8, 1975,
Between BT Leasing Services, Inc. and Cook Industries,
Inc., Interstate Commerce Commission Recordation No.
7936; Our File No. 6108.

I am enclosing herewith two duplicate originals of an Agreement in Partial Termination of the above Lease, together with the requisite filing fee in the amount of \$10.00. In addition, I am enclosing herewith a list of the covered hopper cars as to which the above Lease has been terminated. As a result, I would appreciate it if you would record the enclosed Agreement in Partial Termination of Lease and the list of the covered hopper cars as to which the above Lease has been terminated. After you have recorded the foregoing documents, please send to me a filed marked set of copies thereof for my file. If you have any questions concerning the foregoing, please do not hesitate to call me collect at the above telephone number.

Sincerely,

WARING COX

John E. Kruger

JEK/cam
enc.

cc: Mr. Fred E. Slocum, Senior Vice President
Mr. Tony Zulich

w/enc.
w/enc.

6-238A096

No.

Date AUG 26 1986

Fee \$ 10.00

ICC Washington, D.C.

Aug 26 3 20 PM '86
MOTOR OPERATING UNIT
OFFICE OF THE SECRETARY

Counter Parts -

Interstate Commerce Commission

Washington, D.C. 20423

8/26/86

OFFICE OF THE SECRETARY

Mr. Waring Cox
Morgan Keegan Tower
50 North Front Street
Suite 1300
Memphis, Tennessee 38103

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/26/86 at 3:30 P. M. , and assigned recordation number (s) *793641*

Sincerely yours,

Norita R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION FILE

7936 C
AUG 26 1986 3 30 PM

AGREEMENT IN PARTIAL TERMINATION OF LEASE

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT IN PARTIAL TERMINATION OF LEASE (the "Partial Termination of Lease") is made and entered into this 21st day of April, 1986, by and between BT LEASING SERVICES INC., as lessor (the "Lessor"), and COOK INTERNATIONAL, INC., (f/k/a Cook Industries, Inc.) as lessee (the "Lessee"). Capitalized terms not otherwise defined herein shall have the meanings as ascribed to them in the Lease Agreement dated as of May 8, 1975 (the "Lease") by and between Lessor and COOK INTERNATIONAL, INC. (f/k/a Cook Industries, Inc.), Lessee.

WITNESSETH:

WHEREAS, the Lessee agreed to Lease from the Lessor certain 100-Ton Jumbo Covered Hopper Cars described in Schedule I attached hereto (the "Equipment") at the rentals, for the term and upon the conditions provided in the Lease.

WHEREAS, the Lessor and the Lessee have agreed to an early termination with respect to the Equipment described in Schedule I, and the Lease shall terminate with respect to such Equipment upon payment of a negotiated price to the Lessor by the Lessee.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, receipt of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The Lease is hereby terminated only insofar as it relates to the Equipment.
2. Except as provided in this Partial Termination of Lease, the terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Partial Termination of Lease to be duly executed as of the day and year first above written.

BT LEASING SERVICES INC.

By: 

John Duncan
Vice President

COOK INTERNATIONAL, INC.

By: 

Fred E. Slocum
Senior Vice President

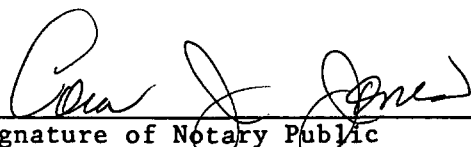
STATE OF FLORIDA)

: ss.:

COUNTY OF PALM BEACH)

On this 21st day of April, 1986, before me personally appeared Fred E. Slocum, to me personally known, who being duly sworn, says that he is the Senior Vice President of Cook International, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)


Signature of Notary Public

Notary Public, State Of Florida At Large
My Commission Expires Oct. 1, 1989
My Commission expires By SAFECO Insurance Company of America

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 21st day of April, 1986, before me personally appeared John Duncan, to me personally known, who being by me duly sworn, says that he is a Vice President of BT Leasing Services Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret M. Ambrosio
Signature of Notary Public

My Commission expires _____

MARGARET M. AMBROSIO
Notary Public, State of New York
No. 4727497
Qualified in Suffolk County
Certificate filed in New York County
Commission Expires October 31, 1988

SCHEDULE I

CKIX5065, CKIX5180, CKIX5119, CKIX5157, CKIX5149, CKIX5175,
CKIX5034, CKIX5172, CKIX5173, CKIX5036, CKIX5145, CKIX5084,
CKIX5058, CKIX5127, CKIX5097, CKIX5100, CKIX5053, CKIX5130,
CKIX5045, CKIX5186, CKIX5068, CKIX5111, CKIX5090, CKIX5018,
CKIX5105, CKIX5153, CKIX5187, CKIX5099, CKIX5046, CKIX5121,
CKIX5136, CKIX5021, CKIX5037, CKIX5110, CKIX5079, CKIX5033,
CKIX5024, CKIX5057, CKIX5140, CKIX5093, CKIX5048, CKIX5054,
CKIX5094, CKIX5066, CKIX5142, CKIX5108, CKIX5120, CKIX5012,
CKIX5007, CKIX5002, CKIX5137, CKIX5141, CKIX5008, CKIX5091,
CKIX5115, CKIX5189, CKIX5166, CKIX5088, CKIX5001, CKIX5176,
CKIX5199, CKIX5092, CKIX5101, CKIX5177, CKIX5026, CKIX5047,
CKIX5027, CKIX5135, CKIX5031, CKIX5006, CKIX5164, CKIX5089,
CKIX5039, CKIX5170, CKIX5162, CKIX5159, CKIX5133, CKIX5125,
CKIX5011, CKIX5024, CKIX5064, CKIX5138, CKIX5194, CKIX5160,
CKIX5147, CKIX5198 and CKIX5178.